

GENERAL TERMS & CONDITIONS OF PURCHASE (CHINA Region)

采购一般术语和通用条款 (中国地区)

Under this Purchase Order ("PO"), the ENEXIO company, its affiliates or its branch specified in this PO ("we," or "us") agrees to purchase and you agree to sell the goods and services listed in this PO. This PO is deemed as accepted by you when you sign and stamp it. You cannot change the terms of this PO and we reject any terms you propose on your forms or otherwise. "Purchase Order" shall mean the form executed by the Buyer including these Standard Terms and Conditions and all Purchase Order Documents expressly incorporated therein being required or necessary for performance of the Purchase Order, such as Customer's requirements. The Purchase Order shall include all plans, prints, samples, test results, drawings, designs, specifications, general conditions, special conditions, modifications and/or addenda to the foregoing.

在本采购订单（简称 PO）下，英能科公司，其附属公司或被此合同指明的分公司（简称我方）同意购买并且你方同意销售本采购订单中列明的产品和服务。当你方签字和盖章后，本采购订单被认为已被你方所接受。你方将不能改变本采购订单中的任何条款，同时我方也拒绝贵方提出的任何形式的建议条款。采购订单是指买方执行的形式，包含了这些标准术语和条款，以及所有明确要求被包含的或必须为执行采购订单的采购订单文件，如客户需求。采购订单应该包括所有的计划，打印品，样品，测试报告，图纸，设计，规范，通用条款，专业条款，修改及（或）之前提及的附录。

1. Prices and Payment You will sell to us at the price stated on this PO. If no price is stated, the price will be the lower of (a) the last price you charged or quoted us or (b) the lowest market price while you performed under this PO. The price includes all costs unless we agree in advance in writing to reimburse you, in which case you will list such costs on the bill without markup after any discount or rebate and provide copies of original receipts. You will not bill us for goods until you have delivered them nor for services until you have performed them. The payment terms time-period in this PO will begin once the required payment application documents are accepted by us. You will receive

payment during the first 8 (eight) days following the expiry of the 60 (sixty) days payment terms time-period unless we will apply different payment terms due to mandatory law. We may withhold disputed amounts under this PO until the dispute is resolved, and we may offset any amounts you or your affiliates owe us.

1. 价格和付款 你方将以本采购订单中列明的价格销售给我方。如果价格没有在本采购订单中列明，本采购订单的价格要低于（a）上次你方收取的价格或最后一次的报价或（b）执行该本采购订单时你方的最低市价。价格包括所有的成本除了预先以书面形式我方同意补充你方的成本，此种情况下在任何折扣或减价后你方将在账单中列明此类成本且不允许涨价且要提供正本接收单复印。在你方未能将货物交付或未能将服务完成前你方将不能给我方开具账单。一旦付款申请文件被我方接受本采购订单的付款条款周期将开始。在 60 天付款条款期限即将届满前 8 天你方将收到付款除非由于强制性法律我方将采用不同的付款条款。我方会保留本采购订单下有争议的金额直到该争议被解决，且我方会抵消你方或你方附属公司所欠我方金额。

2. Obligations You will ensure that all goods (including their packaging) and services will: (a) comply with our specifications (or your specifications that we have approved) and conform to all samples approved; (b) be free of defects, correctly labeled, made with new materials, and be of good quality and workmanship; (c) be suitable for their intended use; (d) not infringe, nor will our use of them infringe, anyone's intellectual property rights or any other rights; and (e) be performed diligently and in a professional and workmanlike manner. You will ensure that you and the goods and services comply with: (i) all pertinent regulations, rules, interpretations, decisions, orders, and directions of federal and the cognizant state and municipal governments, and agencies and subdivisions thereof, safety rules and industry standards of the countries in which the goods are delivered or services are performed and/or will be used (provided we have advised you of those countries), and (ii) our applicable technical documentation and quality standards. You will pass ownership of goods at the time of their delivery to us. You acknowledge receiving the manuals and documentations, which are a part of this PO, and are subject to change. You will only deliver goods from a production site approved by us. You must tell us



immediately if you learn of any potential quality, safety or labeling problem with the goods and services or any potential violation of your obligations in this PO. You hereby assign to us any warranties related to the goods and services, or if you cannot assign them, you agree to make claims under them on our behalf at our request. You will ensure that your employees, agents, and subcontractors comply with this PO and, when on our premises, our quality, safety and security requirements.

2. 义务 你方要确保所有的货物（包括货物的包装）和服务：**(a)** 符合我方的规范(或经我方认可的你方规范)且符合所有被认可的样品；**(b)** 免费更换质量不符货物，修改标签，采用新材料生产，且具有良好的质量和生产工艺；**(c)** 符合货物使用用途；**(d)** 不侵犯，及我方对货物的使用不侵犯任何人的知识产权或其他任何权益；且**(e)** 被细致的执行及运用专业和熟练的生产方式。你方要确保你方及货物和服务符合：**(i)** 相关的规定，法规，解释，决策，命令，及联邦，州和地区政府的以及机构和分支区域的指导意见，安全法规以及货物交付和服务实施国家的工业标准（如我方已建议你方的服务实施国家），和**(ii)**我方适用的技术文件和质量标准。你方将在货物交付于我方的同时转移货权给我方。你方确认收到手册和文件，该文件和手册为本采购订单的一部分，且有可能会变动。你方只能在经我方同意的生产场所生产货物。你方必须立即告知我方如你方获悉任何与货物和服务有关的潜在质量，安全或标签问题或任何潜在违反本采购订单中你方义务的问题。你方需提供给我方有关产品和服务的任何保障，如果你方不能提供，你方需同意按照我方的要求根据保障进行索赔。你方将确保你方人员，代理和分包商遵从本采购订单，且在我方场地遵守我方质量，安全和稳定的要求。

3. Rejection We will inspect goods and/or services within a reasonable time after delivery and notify you of any reasonably detectable non-compliance that exists and you will not claim forfeiture of our warranties in case of delayed inspection and notification. We may at our sole discretion reject and return to you at your expense, all or any part of the goods delivered in excess of the quantity ordered and/or which do not conform to the PO or your above obligations. In such a case you will, at our discretion, deliver replacement goods or services that conform to the PO and your

obligations within a reasonable time, or refund us in full, or give us an appropriate discount. At our discretion we may also purchase substitute goods or services at your cost. You will also compensate us for any losses or damages we incur in connection with any of the above. You will bear any costs we incur in connection with the delivery of replacement goods and services including transportation, removal, examination, installation, etc. Regardless of our obligations you are responsible for testing, inspection, quality control, and of providing required certificates.

3. 拒绝 交付后我方将在合理的时间内检查货物和或服务，并通知你方存在的可合理被检测到的不符合项且在延迟检测和通知的情况下你方将不能要求取消我方的质保期。我方会自行决定拒收并你方承担费用返还全部或任何已交付的超出了采购订单订购数量和/或不符合采购订单或你方上述义务的部分货物给你方。在此情况下，我方将自行决定你方将在合理的时间内更换与采购订单或你方的义务相符的货物或服务，或全额退款，或提供我方适当的折扣。我方也会自行决定由你方承担费用来购买替代货物或服务。你方将补偿我方由于以上情况造成的损失和破损。你方将承担与替换货物和服务有关的所有成本，包括运输，移除，检验，安装等。无论是否我方义务，你方还要负责测试，检测，质量控制，和提供所要求的证明。

4. Changes and Cancellation Before you deliver the goods or perform the services, we may request changes. If we demonstrate that a change will reduce your costs or if you demonstrate that a change will increase your costs or affect your ability to complete this PO on time, we will negotiate a fair adjustment to the price or schedule. We may cancel this PO with respect to any goods not yet delivered or services not yet performed by notifying you. After we notify you, you will take all reasonable steps to minimize costs due to our cancellation. As your exclusive remedy for cancellation for convenience, we will pay you for your unavoidable costs incurred before receiving our notice (less any savings realized from our cancellation) that you can document to our reasonable satisfaction.

4. 更改和取消 在你方交付货物或实施服务前，我方会要求更改。如果我方证明更改会降低你方成本或如果你方证明更改增加你方成本或影响你方按时完成本采购订单的能力，双方将协商合理的价格调整和计划调整。我方会以通知

的方式告知你方取消本采购订单任何尚未交货或尚未实施的服务。在我方通知你方以后，你方将采取所有合理的措施来最小化由于我方取消本采购订单所带来的成本。作为由于采购订单取消你方唯一的补救措施方便起见，我方会支付你方在接到我方通知前不可避免的已经发生且你方可以用文件来证明使我方满意度的成本（减去任何由我方取消采购订单实现的成本节省）。

5. Delivery of Goods Unless specified otherwise you will deliver the goods to us as stated in this PO under Incoterms 2010. If the delivery terms are not specified, they will be DDP to our "deliver to" location stated in this PO. If a fix delivery date or term is agreed for this PO, time is of the essence and if you deliver the goods or perform the services delayed, we may cancel the PO and will not pay for goods not delivered or services not performed at the agreed time. We may purchase substitute goods or services at your cost and you will compensate us for any other loss we incur. You will deliver on weekdays during our normal business hours. You will properly label all units with your name, description of goods, PO number, batch number and any other identifying information we require. You will provide accurate and complete information on all shipping and customs documents, including a description of the goods, country of origin and manufacture, currency, delivery terms and the actual manufacturing site. In case of the need of legal acceptance, such acceptance shall only occur if and when we issue a written statement in the form of an acceptance certificate.

5. 货物交付 除非特别列明否则你方需按照本采购订单中规定的国际贸易术语 2010 交付货物给我方。如果交付贸易术语未明确，货物将以 DDP（完税后交货）方式交付给我方在本采购订单中明确的交付地点。如果本采购订单中列明固定的交货期或交货贸易术语，交货时间是至关重要的条件且如果你方迟交货或迟实施服务，我方会取消采购订单且将不支付未在双方同意的时间交付的货物或实施的服务。我方将采购替代产品或服务其费用由你方来承担且你方需赔偿我方由此带来的任何损失。你方需在工作日我方正常工作的时间交付货物。你方需在所有货物上正确地贴标你方名称，货物描述，采购订单号，批次号和其他任何我方要求的货物识别信息。你方需提供准确和完整的所有的运输信息和报关文件，包括货物描述，原产地和

原产商，币种，交付条款和实际的生产地点。如需要具有法律效益的货物接收时，如我方以接收证明的形成出具书面声明时此类具有法律效益的货物接收才会实现。

The acceptance of late or defective deliveries shall not be deemed a waiver by us of our right to cancel this Purchase Order or to refuse to accept further deliveries.

迟交货或有缺陷交货的接收将不视为我方放弃取消本采购订单或拒绝接受后续交付的权利

6. Warranty You warrant to us that you have title to all Supplies furnished hereunder, free and clear of all liens and encumbrances, and the right to sell such Supplies. Further, you warrant that all Supplies furnished under this Purchase Order be: a) free from defects in design, material and workmanship; b) suitable for the use and purpose specified or referred to in this Purchase Order; c) suitable for any other use or purpose as represented in writing by us; d) in strict conformance with the drawings, specifications and design criteria supplied; e) new and of first-class quality and f) for all service related orders, services performed by you shall be performed in a workmanlike manner to the standard and quality set forth in the applicable industry. Unless otherwise specified in the Special Term of Purchase Order, the period of said warranty shall be twelve (12) months from delivery to the delivery address. All service related work ordered hereunder shall be warranted for a period of twelve (12) months. In case any replacement or repair for the Supply, the warranty shall renew another period of twelve (12) months.

6. 质保 你方应确保你方对供应的货物持所有权，无任何货物的抵押和留置情况，且有权利销售此货物。而且，你方应确保本采购订单下所供应的货物需：在设计，原材料和技术工艺上无瑕疵；b)符合使用用途和采购订单规定或参考采购订单上的目的；c)符合任何其他用途或我方书面要求的目的；d)严格遵循所提供的图纸，技术规范和设计的要求；e)是新品且具有非常好的质量和 f)与采购订单有关的所有服务，你方应根据适用行业规定的标准和质量以专业的方法实施提供的服务。除非是在采购订单的专用条款中列明，质保期应为十二(12)个月自货物交付指定地点。所有与订购工作相关的服务应为十二(12)个月的质保期。如果有更换或维修发生，质保期



为更换或维修完成后的另一个新的十二（12）个月。

You shall promptly repair or replace Supplies, which fail to conform to aforesaid warranty in any respect if such failure is discovered prior to or during the aforesaid warranty period. Cost of any "on-site" repair and of any replacement shall be borne by you. As we may incur extra costs as a direct result of faulty or incorrectly manufactured Supplies, all such direct costs will be borne by you. If you fail to proceed promptly to comply with the terms of this warranty, we may have work corrected and you shall be liable for all costs incurred therefore. The foregoing shall not be exclusive remedies, and we shall also have such other remedies as are available at law and in equity.

如此类问题在上述质保期前或质保期间被发现,你方应立即维修或替换所供无法符合上述质保条款中任何方面的货物。任何现场维修成本或者替换成本应由你方承担。由于缺陷或不当的生产制造会导致我方产生额外的成本,此类直接成本应有贵方承担。如果你方未能按照此质保条款及时处理,我方会处理且你方有责任承担由此发生的所有费用。前述方法不是唯一补救方法,且我方还将享有法律和平等原则允许的其他补救方法。

7. Insurance You will comply with the following in performing under this PO. 履行本采购订单时你方应遵守的保险:

(a) Cargo insurance. You will furnish a Cargo insurance policy covering 100% of purchase order value and against all risks, including war risk.

(a) 货物保险.你方应提供可覆盖 100%采购订单金额且针对所有风险的货物保险,包括战争险。

(b) You will maintain, at your cost, commercial general liability insurance covering your obligations under this PO with combined single limits of at least RMB 5,000,000 per occurrence and in the aggregate.

(b) 你方应自行承担费用持有商业综合责任险结合每次发生单次限额和合计金额不少于人民币 5,000,000 元的额度来覆盖本采购订单下你方的义务。

(c) If your employees will be present on our premises, you will also maintain, at your cost, worker's compensation or local equivalent coverage as and in amounts required by applicable law. In

addition, you will also maintain, at your cost, certain insurance policy to cover for losses generated in case your activity leads to damage of our existing facility, equipment, injury or death of personnel.

(c) 如你方员工在我方场地,你方应自行承担费用提供工人的赔偿或适用法律要求的当地同等保险范围和赔偿金额。此外,你方应自行承担费用持有必要一定的保险来覆盖由你方活动造成我方现有设施,设备损害的损失,人员的伤亡。

(d) You will ensure that your insurance carrier waives rights of subrogation against us.

(d) 你方要确保你方保险公司放弃针对我方的代位追索权。

8. Dispute Resolution and Governing Law This Purchase Order and the Contract shall be governed by the Laws of the PRC, without regard to any provisions regarding conflict of laws. You shall comply with the applicable import and export laws and regulations of our country and of the PRC and with all applicable export licenses and their provisions.

8. 争端解决和适用法律 本采购订单和合同受中华人民共和国法律管辖,不涉及关于任何法律冲突的规定。你方应遵守适用的进出口法律和我国及中华人民共和国的规定且所有适用出口许可及其限制性条款。

9. Uncontrollable Events If either party is unable to comply with this PO because of events beyond its reasonable control, that party will promptly notify the other in writing and will make reasonable efforts to restore its ability to perform within 5 days. If the inability to perform continues for more than 10 days, the other party may cancel this PO immediately, without costs or penalty, by giving written notice to the party unable to perform. Unexpected cost increases caused by events or changing market conditions, and labor strikes, work slowdowns, or other job actions at your facility are not uncontrollable events.

9. 不可控事件 如任何一方因其合理控制之外的事件无法履行本采购订单,该方应立即以书面形式通知对方且在 5 天内做出合理的努力来恢复其履行能力。如无法继续履行超过 10 天,对方可立即取消本采购订单以书面通知形式告知无法履行采购订单方,且不承担任何费用或处罚。意外的成本增加因某些事件或市场的改变,和



罢工，怠工，或在你方场所发生的其他的工作行为均不视为不可控事件。

10. Audits We may audit any of your facilities and records involved with this PO to evaluate your quality and compliance with specifications ("Quality Audits"), your compliance with our Corporate Compliance Policies ("CCA Audits"), and to verify that pricing, pass-through costs, reimbursable expenses, or other financial provisions conform to this PO ("Financial Audits"). We may conduct Quality and Financial Audits ourselves or through third-party representatives that we select or that you select from our pre-approved list, and you will not request any auditor to sign an additional agreement in order to conduct the audit. We may require re-audits periodically according to our risk assessment. If you have violated this PO, you will immediately take corrective actions that we reasonably require, and we or our representative may audit your facility or records as often as reasonably necessary to verify correction. If you refuse any audit, we can withhold payment and/or we may cancel the PO for cause.

10. 审计 我方会审核你方任何的设施和涉及本采购订单的任何记录来评估你方的质量和符合规范性（质量审核），你方对于我方公司合规政策的符合规范性（公司合规政策审核），及确定定价，直通成本，补偿费用，或其他财务规定符合本采购订单（财务审计）。我方会自行开展质量和财务审计或通过我方选择的或你方从我方预先核准的名单中选择的第三方代表，且你方将不需要被要求与其他任何审计方签署一个额外的协议来开展审计工作。根据我方风险评估我方可能需要定期开展再审核工作。如果你方违反了本采购订单，你方需立即采取我方合理要求的改正措施，且我方或我方代表会适当必要的经常性审核你方设施或记录以确保改正措施。如你方拒绝任何审核，我方会拒绝付款且或我方会因此取消采购订单。

11. Confidential Information Any non-public information that you learn about us, including but not limited to our technology in connection with this PO, including the PO itself, is our confidential information and you may not disclose it to any third party. You may only use our confidential information to perform under this PO, and may share it only on a need-to-know basis with your employees (and others we have previously approved who have signed confidentiality

agreements reasonably acceptable to us). We own the confidential information and you must return it and all copies to us or dispose of it in a manner approved by us if so requested by us.

11. 机密信息 任何你方获悉的关于我方的非公开信息，包括但不限于和本采购订单相关的我方技术信息，包括采购订单本身，都是我方的机密信息且你方不应将此透露给任何第三方。在本采购订单下你方才能使用我方机密信息执行采购订单，且只允许让你方以需要知道的原则共享该信息给你方的员工（及我方先前批准过签署过我方可认可的保密协议的人员）。我方拥有机密信息且你方必须将其及所有拷贝件归还我方或以我方同意的方式处理如我方要求你方。

12. Assignment of Intellectual Property Rights If you or your permitted sub-contractors design or develop work which could be subject of intellectual property rights for us all intellectual property rights, including trademarks, copyright, patent and design rights shall belong to, and automatically vest in us (as legally possible) and you will, at our request and expense, execute or procure the execution of such confirmatory assignments as we may require.

12. 知识产权转让 如你方或你方法允许的承包商设计或开发工作对于我方是知识产权的知识产权主体，所有的知识产权，包括商标，版权，专利权和归属设计权，并自动归属于我方（尽可能在法律上）且你方要按照我方的请求和费用，作为我方的要求执行或采购此确认的转让履行。

13. Taxes Unless both parties agree otherwise in writing, each party will be responsible for its own respective taxes as required by law. If you are required to charge tax (e.g., state use or sales tax) or we are required to withhold tax, then the required party will give the other the opportunity to demonstrate (and document) how such charge or withholding may be mitigated (for example, by providing a sales tax exemption certificate).

13. 税费 除非双方以书面形式同意，否则各方将按法律规定各自负责各自的税费。如你方要求支付税费（如国家使用或销售税）或我方要求代扣税费，则要求方必须给其他方来解释（和出具文件）如何税费支付或代扣能被减少的机会（例如，提供销售税免税证明）。

14. Corporate Social Responsibility You will comply with the following in performing under this PO:

14. 企业社会责任 在执行本采购订单时你方应该遵守以下各项:

(a) Child Labor. You will not directly (or indirectly through the use of your subcontractors) employ any children under the age of 18 years of age unless the following are met:

(a) 童工. 你方不能直接 (或间接通过你方分包商) 雇佣任何未满 18 周岁的未成年人, 除非满足下列情况:

(i) You will comply with the minimum employment age limit defined by national law or by International Labour Organization ("ILO") Convention 138, whichever is higher. The ILO Convention 138 minimum employment age is the local mandatory schooling age, but not less than 15 years of age (14 in certain developing countries), subject to exceptions allowed by the ILO and national law.

(i) 你方应遵守国家法律或国际劳工组织 (ILO) 第 138 号公约规定的最低就业年龄限制, 以较高者为准。国际劳工组织公约第 138 号最低就业年龄是当地强制性教育年龄, 但不低于 15 岁 (某些发展中国家为 14 岁), 但国际劳工组织和国家法律允许的除外。

(ii) You will ensure that employees working in facilities that are manufacturing or packaging our finished products, serving as temporary employees to us, or present at our facilities, are at least 15 years of age (and no exceptions allowed by the ILO or national law will apply).

(ii) 你方要确保所有生产或包装我方成品的雇员, 临时雇员, 或在我方工厂的雇员至少要有 15 岁 (且无一例外的被国际劳工组织允许或国家法律适用的)。

(iii) You must demonstrate that their employment does not expose them to undue physical risks that can harm physical, mental, or emotional development.

(iii) 你方必须证明他们的工作不使他们暴露在会对造成身体, 精神, 或情感发展上造成过分的实际伤害中。

(b) Safety and Health You will (i) endeavour to provide safe working conditions, (ii) provide your employees with appropriate protection from exposure to hazardous materials, and (iii) provide

your employees with access to potable water and clean sanitation facilities.

(b) 安全和健康 你方要 (i) 尽力提供安全的工作条件, (ii) 提供你方雇员适当的保护远离在危险物品, 且(iii)为你方雇员提供饮用水和清洁卫生设施。

(c) Business Integrity You will promote honesty and integrity in your business conduct by raising ethical awareness among your employees and providing direction and education on ethical issues. Further, you will not: pay or accept bribes, arrange or accept kickbacks, or participate in illegal inducements in business or government relationships.

(c) 商业信誉 你方要通过在你方雇员中通过提高道德意识且在道德方面上提供指导和教育从而在你方经营活动中促进诚信和诚实。此外, 你方将不能;支付或接受贿赂, 安排或接受回扣, 或参与和商业或政府关系中的非法利诱活动。

(d) Terrorism You and/or your subcontractors will not deploy nor subcontract persons or other subcontractors which are listed in actual sanction lists as they become official. These include, but are not limited to, (EG) No. 2580/2001 Terrorism; (EG) No. 881/2002 Al-Quaida; (EU) No. 753/2011 Afghanistan; any and all Embargo Regulations of the EU.

(d) 恐怖主义 你方或你方分包商将不能部署也不能外包被正式列入实际制裁名单中人员或其他分包商。这被包括, 但不局限于, (EG)2580/2001 恐怖主义;(EG)881 号/2002 基地组织; (EU) 753 号/2011 阿富汗;任何和所有的欧盟禁运规定。

(e) Prohibition Of Hazardous Material: Buyer specifically prohibits the use of any materials which contain asbestos, particularly in seals, gaskets or insulations. These examples are not intended to be a complete listing of asbestos containing elements, and any other use or inclusion is equally prohibited.

(e) 有害物质的禁止: 买方明确禁止使用任何含有石棉的材料, 特别是在密封, 垫圈或绝缘材料中。这些举例的意图并不是列举含有石棉元素物料的完整信息列表, 另外还包括其他任何使用或包含的情况都同样禁止。

15. Anti-Bribery You will not offer or pay, directly or indirectly, money or anything of value for or on behalf of us (including our affiliates) to a Government Official for the purpose of obtaining or retaining our business or obtaining a business



advantage for us or to assist us in directing business to any person. "Government Official" includes officials or employees of government, state-owned businesses, international organizations, or political parties, political candidates, or any person otherwise acting in an official capacity for or on behalf of a government entity or international organization. You will not offer or pay, directly or indirectly, money or anything of value for or on behalf of us (including our affiliates) to any other person or legal entity for any illegal purpose. If we have reason to believe that a breach of any of the representations in this clause has occurred or may occur, we may withhold further payments under this PO until such time as we have received confirmation to our satisfaction that no breach has occurred or will occur. We may cancel this PO immediately if we conclude, in our sole opinion, that you have breached any representation in this clause or that a breach is substantially likely to occur.

15. 反贿赂 你方不能提供或支付，直接或间接的，钱财或任何有价值的物品为或代表我方（包括子公司）给政府官员以获得或保持我方的商业业务或为我方获得商业优势或协助我方指导商业业务的任何人为目的。“政府官员”包括政府，国有企业，国际组织，或政党的公务员或雇员，政治候选人或其他任何能为或代表政府机构或国际组织行使官方权利的人。你方不能提供或支付，直接或间接的，钱财或任何有价值的物品为或代表我方（包括子公司）给任何其他人或法律实体为任何非法目的。如果我方有理由认为违反本条款下任何描述的情况已经发生或可能发生，我方将暂停本采购订单下后续付款直到我方收到满意的无违约情况已经发生或将要方式的确认。我方将会立即取消本采购订单如我方单方面判定你方已经违反了条款下任何描述或极有可能发生违约。

16. Sub-contracting and Assignment You will not sub-contract or assign any of your rights or obligations under this PO without our prior written approval, which we may not unreasonably withhold. We may freely assign all or any portion of this PO without your consent.

16. 分包和转包 在未获得我方书面同意前你方不能分包或转包本采购订单下的任何你方的权利或义务，我方不会无故拒绝分包和转包。未经你方同意，我方可以自由转包本采购订单下的全部或任意部分。

17. Termination for default If you are in default of any material provision of this Purchase Order, and fail to fully cure the same within seven (7) days after receipt of written notice thereof from us, or such longer period not to exceed thirty (30) days as may be reasonably required to cure the same, provided you have not commenced to cure the default within seven (7) days after receipt of such written notice and do not diligently pursue such cure, we may, without prejudice to any other right or remedy, terminate this Purchase Order by written notice to you.

Insolvency: If any proceeding is instituted against you seeking to adjudicate you as bankrupt or insolvent, or if you make a general assignment for the benefit of your creditors, or if a receiver is appointed on account of your insolvency, or if you file a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or reorganization or readjustment of debts and, in the case of any such proceeding instituted against you and such proceeding is not dismissed within forty-five (45) days of such filing, we may without prejudice to any other right or remedy we may have, terminate this Purchase Order by written notice to you.

17. 违约终止 如你方未能提供满足本采购订单的货物，且在收到我方书面通知的七(7)日内未能充分修复货物，或合理的要求更长的修复时间但不超过三十(30)天，如你方未能开始修复在收到我方书面通知的七(7)日内且未尽力进行货物修复，我方将会在不损害我方会拥有其他权利或补救措施的情况下，以书面形式通知你方终止本采购订单。

破产：如针对你方来判定你方破产或无力偿还的任何程序已经启动，或如你方为债权人利益进行全部财产的转移，或如由于你方的无力偿还从而一个接收人被任命，或如你方提交请求书来寻求利用有关破产，无力偿还，重组，清盘或重组或调整债务的任何法律途径，此情况下此类针对你方已启动诉讼和此类诉讼未能在四十五(45)天内解除，我方将不损害其他权利或我方用有补救措施的情况下，以书面通知来终止本采购订单。

18. Indemnification You shall indemnify and us hold harmless, our owners, parents, affiliates, subsidiaries, agents, directors, employees and all persons claiming against us from any Liabilities arising from and in connection with your

performance under this Purchase Order including (i) your the acts or omissions, your agents and employees and others under your direction or control except to the extent such Liabilities are caused by or are the result of the gross negligence or willful misconduct of us; (ii) assertions under Workers' Compensation or similar employee benefit acts made by you or any of your employees, agents, subcontractors, or subcontractors' employees or agents; (iii) any other claim which may be asserted by any of your employees, agents, subcontractors or subcontractor's employees or agents against us except to the extent such claim is proven to have been the direct result of the gross negligence or willful misconduct of us; or (iv) all claims that may be brought against us by reason of your failure to comply with any applicable International, federal, state, county, and local laws, ordinances, regulations and codes. Liabilities shall mean all judgments, Purchase Orders, awards, claims, damages, losses, costs and expenses, including, but not limited to, court costs and reasonable attorneys' fees. Liabilities shall also include, but not be limited to, those that are attributable to personal injury, sickness, disease or death; and/or result from injury to or destruction of real or personal property including loss of use thereof, theft, misuse or misappropriation.

18. 赔偿你方应赔偿且使我方免于，我方所有者，母公司，附属公司，子公司，代理方，董事，雇员和所有其他人员提出针对我方的源于任何由于和与你方在此采购订单下履行有关的债务的索赔包括(i)你方的作为或不作为，包括你方代理和雇员以及其他在你方的指导和管控下人员，除非这些债务的发生是由我方的严重疏忽或不当操作的结果所致(ii) 由你方或任何你方雇员，代理，分包商或分包商的员工或代理制定的员工赔偿和类似的员工福利法案下的声明(iii) 其他任何的你方的雇员，代理，分包商或分包商的雇员或代理提出的针对我方的索赔除非索赔被证明是由我方的严重疏忽或故意行为不当操作所致；或(iv)所有的针对我方，由于你方未能遵守任何适用的国际，联邦，州，县和地方法律，条例，规定和法规。债务指所有判决，采购订单，裁决，索赔，破损，损失，成本和费用，包括但不限于法庭费用按到合理的律师费。债务还包括，但不限于，那些归因为人身伤害，患病，疾病或死亡所造成的债务；且或由于伤害或不动产或个人财产的损毁，包括丧失使用，偷盗，错误使用和滥用所造成的债务。

19. Conflicts and Entire Agreement If this PO references an existing agreement and there are discrepancies between such an agreement and the terms of these terms & conditions, the terms of that agreement shall prevail over these terms & conditions. Otherwise, this PO (along with any existing agreement referenced in this PO) is the entire agreement between you and us with respect to the goods and services, and no prior discussion, agreement, conduct, or industry practice will affect it. Subsequent changes to the PO must be in a written document signed by both parties. We may modify these terms & conditions by stating so in this PO.

19. 冲突与完整协议 如本采购订单引用一项现有协议且该协议与本条款和条件之间存在差异，则以引用的现有协议条款为准。另外，本采购订单（连同本采购订单中引用的任何现有的协议）是你方和我方之间就货物和服务的完整协议，且事先的讨论，协议，行为，或工业惯例都不能影响此完整协议。后续的采购订单变更必须由双方签署书面的文件形式完成。我方可以修改条款和条件通过在本采购订单中表明此信息。

20. Independent Contractor This PO does not create a partnership or joint venture between the parties nor confer on any person who is not a party to this PO any right to enforce any term of this PO. Each party is an independent contractor, has no authority to bind the other party, and is solely responsible for its respective employees and subcontractors.

20. 独立承包商 本采购订单不在双方之间建立合作伙伴或合资关系也不授权不属于本合同双方以外的任何人任何权利实施本合同的任何条款。每一方都是独立的承包商，无权约束另一方，且对其各自的雇员和分包商负责。

21. Severability If any part of this PO cannot be legally enforced, then the parties agree that the provision will be deemed modified as necessary to make it enforceable while remaining as consistent as possible with the parties' intent as expressed in the PO.

21. 可分割性 如本合同下的任何一部分未能合法的被执行，则各方同意条款将被视为有必要修改使其可以被执行，但同时其余条款尽可能保持与双方在本采购订单中所表达的意图一致。



22. Non-Exclusivity This PO is not exclusive, and either party is free to enter into similar agreements with anyone else, unless otherwise stated on this PO.

22. 非唯一性 本采购订单不具有唯一性，且任何一份均可与其他人订立类似协议，除非本采购订单另有规定。

23. Survival The completion or cancellation of this PO, will not affect any rights and obligations that by their nature should continue.

23. 延续 本采购订单的完成或取消，将不会影响其性质应继续的任何权利和义务。

24. Language. This PO may be executed in another language in addition to English. In case of conflicts between the versions the English version shall prevail.

24. 语言 此采购合同除采用英文版本以为还可能采购其他语言版本，一旦其他语言版本与英语版本发生冲突，一律以英文版本为准。